

UNITED STATES DISTRICT COURT  
SOUTHERN DISTRICT OF NEW YORK

SIEMENS MEDICAL SOLUTIONS USA, INC.,

Plaintiff,

-against-

ANTHONY MEDIGO,

Defendant.

Civil Action No. 20 cv 9634

**DECLARATION OF MARIA  
NUPHAUS**

MARIA NUPHAUS, of full age, hereby declares pursuant to 28 U.S.C. § 1746:

1. I am Human Resources Business Consultant of Siemens Medical Solutions USA, Inc. (“Siemens Healthineers”) and I have personal knowledge of the within matters

2. In November 2016, Siemens Healthineers hired Medigo as Vice President Cardiology – Advanced Therapies, a non-senior management position.

3. In November 2018, Siemens Healthineers promoted Medigo to the position of Vice President – Interventional Therapies, a senior management position

4. In May 2019, Siemens again promoted Medigo, this time to the position of Global Vice President – Intracardiac Catheter Business.

5. As a requirement for, and as consideration for this promotion, Medigo was asked to and did sign a Senior Management Restrictive Covenants, Confidentiality and Intellectual Property Assignment Agreement (the “Confidentiality Agreement”). A copy of that Confidentiality Agreement as signed by Medigo on November 13, 2018 is attached as Exhibit A.

6. Attached hereto as Exhibit B is a copy of the Separation Agreement and General Release” (the “Separation Agreement”) signed by Anthony Medigo on July 2, 2020 in connection with

his separation from Siemens Healthineers, which took effect on July 1, 2020 and which, at paragraphs 14-15 on page 3, confirmed Mr. Medigo's "acknowledge[ment] that he remains bound by any agreements he may have signed during his employment, including but not limited to any non-solicitation, confidentiality or patent and secrecy agreements, including but not limited to the November 13, 2018 senior Manager Restrictive Covenants, Confidentiality and Intellectual Property Assignment Agreement."

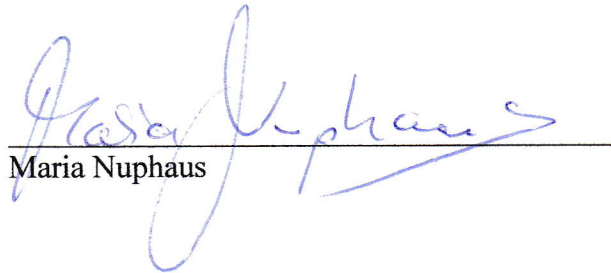
7. Pursuant to paragraph 2 of the Separation Agreement, Siemens Healthineers paid Anthony Medigo the gross sum of \$405,000, less applicable tax deductions, on July 24, 2020 (Exhibit C) and, pursuant to paragraph 4 of the Separation Agreement, the gross sum of \$2,084, less applicable tax deductions, on August 21, 2020 (Exhibit D). This sum represented the value of unvested shares of stock of Siemens Healthineers AG and Siemens AG he had received through a share match program.

8. Under paragraph 3(a) of the Separation Agreement, Anthony Medigo is entitled to payment, by no later than December 18, 2020, of a bonus to Medigo equal to the bonus he would have received under the Short Term Incentive Plan had he remained employed for the entire fiscal year 2020 which ends September 30 prorated on the number of days during fiscal year 2020 which elapsed through the end of his employment on July 1, 2020.

9. Under paragraph 6 of the Separation Agreement, Siemens Healthineers agreed to provide outplacement services to Medigo. We engaged the Lee Hecht Harrison firm to provide those services, effective July 6, 2020, and have been invoiced for the sum of \$6,000 for their services in assisting Medigo to find a new job.

10. I hereby declare under penalty of perjury that the foregoing is true and correct.

Dated: November 11, 2020

  
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Maria Nuphaus

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